



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Order Filed on June 25, 2024

by Clerk

U.S. Bankruptcy Court

District of New Jersey

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*Co-Counsel for Debtors and
Debtors in Possession*

In re:

WEWORK INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-19865 (JKS)

(Jointly Administered)

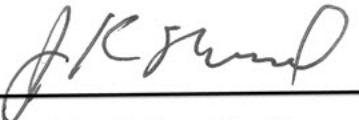
¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is 12 East 49th Street, 3rd Floor, New York, NY 10017; the Debtors' service address in these chapter 11 cases is WeWork Inc. c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd. Beaverton, OR 97005.

**NINETEENTH ORDER APPROVING THE ASSUMPTION
OR ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

The relief set forth on the following pages, numbered three (3) through six (6), is

ORDERED.

DATED: June 25, 2024


Honorable John K. Sherwood
United States Bankruptcy Court

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Debtors: WeWork Inc., *et al.*

Case No. 23-19865 (JKS)

Caption of Order: Nineteenth Order Approving the Assumption or Assumption and Assignment of Certain Executory Contracts And/or Unexpired Leases

Upon the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* (the “Procedures Order”)¹ [Docket No. 289] of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and the Court having jurisdiction over this matter and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served an Assumption Notice on each applicable party as set forth in the Assumption Schedule, attached hereto as Exhibit 1, in accordance with the terms of the Procedures Order; and no timely objections having been filed to the assumption or assumption and assignment of such Contracts; and due and proper notice of the Procedures Order and the Assumption Notice having been provided to each applicable Assumption Counterparty as set forth in the Assumption Schedule and no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED**

THAT:

1. The Debtors are authorized to assume or assume and assign the Contracts listed on Exhibit 1. The Contracts, as amended with the prior consent and written agreement of the applicable Assumption Counterparty, if applicable, are hereby deemed to be assumed or assumed and assigned by the Debtors pursuant to section 365(a) of the Bankruptcy Code effective as of the

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

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Debtors: WeWork Inc., *et al.*

Case No. 23-19865 (JKS)

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Assumption Date set forth on **Exhibit 1**.

2. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the assignment of the Contracts listed on **Exhibit 1** shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights) and (ii) subject to the last sentence of Paragraph 3 below and an Assumption Counterparty's right to contest the same in accordance with the Assumption Procedures, any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s) in connection with the assignment by the Debtor to the Assignee); and (b) constitute a legal, valid, and effective transfer of such Contract(s) and vests the applicable Assignee with all rights, titles, and interests to the applicable Contract(s).² For the avoidance of doubt, all provisions of and obligations under, subject to section 365 of the Bankruptcy Code, the applicable assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

3. Subject to and conditioned upon the occurrence of a closing with respect to the assumption and assignment of any Contract, and subject to the other provisions of this Order

² Certain of the Contracts may contain provisions that restrict, prohibit, condition, or limit the assumption and/or assignment of such Contract. The Debtors reserve all rights with respect to the enforceability of such provisions, including the right to argue such clauses are unenforceable.

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Debtors: WeWork Inc., *et al.*

Case No. 23-19865 (JKS)

Caption of Order: Nineteenth Order Approving the Assumption or Assumption and Assignment of Certain Executory Contracts And/or Unexpired Leases

(including the Assumption Procedures in the Procedures Order and entry of the applicable Assumption Order), the Debtors are authorized in accordance with sections 365(b) and (f) of the Bankruptcy Code to (a) assume and assign to the Assignees identified on **Exhibit 1** the applicable Contracts, with any such applicable Assignee being responsible only for the post-assignment liabilities or defaults under the applicable Contracts except as otherwise provided for in this Order or as agreed between the Debtors and the applicable Assumption Counterparty and (b) execute and deliver to any such applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer any such Contract. Notwithstanding anything to the contrary in any assignment documents (if applicable) or this Order, pursuant to section 365(d) of the Bankruptcy Code, unless otherwise agreed as between the Debtors (or an Assignee, as applicable) and the Assumption Counterparty thereto, with respect to any assumed or assumed and assigned lease of non-residential real property, the Debtors, in the case of an assumption, and the Assignee, in the case of an assumption and assignment, shall, subject to all rights and defenses available to the Debtors and/or the Assignee, as applicable, remain liable for, regardless of when such amounts or liabilities accrued, unless such amounts are waived or otherwise amended when assumed:

(i) any amounts owed under the applicable lease that are unbilled or not yet due as of the Assumption Date, such as common area maintenance, insurance, taxes, and similar charges;

(ii) any regular or periodic adjustment or reconciliation of charges under the applicable lease that are not due as of the Assumption Date; (iii) any percentage rent that may come due under the applicable lease; (iv) indemnification obligations, if any, under the applicable lease; and (v) any other monetary or non-monetary obligations under the applicable lease; *provided* that the foregoing shall, subject to all rights and defenses available to the landlord under the assumed or

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Debtors: WeWork Inc., *et al.*

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assumed and assigned Contract, not affect any potential liabilities owed by such landlord under the assumed or assumed and assigned Contract to the Debtors, the Assignee, or any other party, as applicable, including, but not limited to: (i) tenant improvement allowances, (ii) abatement, and (iii) reduction of a letter of credit or other security deposit.

4. Except as expressly set forth herein, the Assignee (if applicable) shall have no liability or obligation with respect to defaults relating to the assigned Contracts arising, accruing, or relating to a period prior to the applicable closing date.

5. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to enter into the consensual amendments as set forth in the Assumption Notice.

6. The Debtors are authorized to execute and deliver all instruments and documents and take all additional actions necessary to effectuate the relief granted in this Order and the assumption without further order from this Court.

7. The fourteen-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

8. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Assumption Schedule¹

Contract to be Assumed	Assumption Counterparty	Counterparty Address	Address of the Leased Location	Debtor Legal Entity	Amendments to Contract	Cure Amount	Assumption Date
Unexpired Lease	CCP/MS SSIII Denver Tabor Center 1 Property Owner LLC	200 State Street, 5th Floor, Boston, MA, 02109	Tabor Center, 1200 17 th Street, Floor 27, Denver, CO 80202	1200 17 th Street Tenant LLC	Reduce rent, convert to gross lease, reduce premises, option to further reduce premises, reduce guaranty	\$0	May 22, 2024
Unexpired Lease	BCAL Gateway Property LLC	200 State Street, 5th Floor, Boston, MA, 02109	460 West 50 North, Salt Lake City, UT 84101	460 West 50 North Tenant LLC	Amend base rent, convert to gross lease, add revenue share, reduce letter of credit, amend letter of credit burndown, reduce guaranty, amend guaranty burndown	\$0	May 22, 2024

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

Unexpired Lease	BCSP 330 North Wabash Property LLC	200 State Street, 5th Floor, Boston, MA, 02109	330 North Wabash Avenue, Chicago, IL 60601	330 North Wabash Tenant LLC	Reduce term, reduce rent, convert to gross lease, add revenue share, reduce guaranty, reduce letter of credit, amend letter of credit burndown	\$0	May 22, 2024
Unexpired Storage Lease	BCSP 330 North Wabash Property LLC	200 State Street, 5th Floor, Boston, MA, 02109	330 North Wabash Avenue, Chicago, IL 60601	330 North Wabash Tenant LLC	None	\$0	May 22, 2024
Unexpired Lease	200 Portland Street LLC	65 Franklin Street, Boston, MA, 02110	200 Portland Street, Boston, MA 02114	200 Portland Tenant LLC	Reduce term, reduce rent, add revenue share, reduce guaranty, amend guaranty burndown	\$420,000 at a later date	May 21, 2024
Unexpired Lease	120 East 16 th Street Co. LLC	125 Park Avenue South, New York, NY, 10017	33 Irving Pl, New York, NY 10003	33 Irving Tenant LLC	Reduce rent	\$669,591.91 at a later date	May 22, 2024
Unexpired Lease	Esplanade Owner LLC	535 Madison Avenue, New York, NY, 10022	2425 East Camelback Road, Phoenix, AZ 85016	2425 East Camelback Road Tenant LLC	Reduce term, reduce premises, reduce rent, add revenue share	\$0	May 22, 2024
Unexpired Lease	AG-LC Warner Center Phase IV Owner, L.P.	2000 Avenue of the Stars, Suite 1020, Los Angeles, CA, 90067	21255 Burbank Boulevard, Suite 120, Los Angeles, CA 91367	21255 Burbank Boulevard Tenant LLC	Reduce premises, reduce term, reduce rent, convert to gross lease, add revenue share, amend	\$206,825	May 20, 2024

					guaranty burndown		
Unexpired Lease	AB Metro Properties Ltd.; Station Square 460 Assembly Limited Partnership	550 Burrard Street, Suite 300, Vancouver, British Columbia, V6C 2B5	6060 Silver Drive, 3 rd Floor, Burnaby, BC V5H 0H5	WeWork Canada ULC LP	Reduce term, reduce premises, reduce rent, add revenue share, amend guaranty burn down	\$0	May 21, 2024
Unexpired Lease	Trinity Centre LLC	115 Broadway, Suite 1705, New York, NY, 10006	5 th Floor, 115 Broadway, New York, NY 10006	115 Broadway Tenant LLC	Reduce premises, reduce rent, reduce guaranty, eliminate guaranty burndown	\$632,023.84 at a later date	May 20, 2024
Unexpired Lease	1460 Leasehold Swighm LLC	30 West 26th Street, 8th Floor, New York, NY, 10010	1460 Broadway, New York, NY 10036	1460 Broadway Tenant LLC	Reduce rent, convert to gross lease, add profit share, reduce letter of credit, reduce guaranty	\$911,568.38 at a later date	May 22, 2024
Unexpired Lease	58508 Alberta Ltd.	335 - 8th Avenue S.W., Calgary, Alberta, T2P 1C9	700 2 Street Southwest, Calgary, AB T2P 0X1	700 2 Street Tenant LP	Reduce term, reduce rent, add revenue share, reduce guaranty, amend guaranty burndown	\$271,893.94 CAD at a later date	May 23, 2024
Unexpired Storage Lease (4103)	58508 Alberta Ltd.	335-8th Avenue S.W., Suite 900, Calgary, Alberta, T2P 1C9	700 2 Street Southwest, Calgary, AB T2P 0X1	700 2 Street Tenant LP	None	None	May 27, 2024
Unexpired Storage Lease (4114)	58508 Alberta Ltd.	335-8th Avenue S.W., Suite 900, Calgary, Alberta, T2P 1C9	700 2 Street Southwest, Calgary, AB T2P 0X1	700 2 Street Tenant LP	None	None	May 27, 2024

Unexpired Lease	200 Spectrum Center Drive LLC	550 Newport Center Drive, Newport Beach, CA 92660	200 Spectrum Center Drive, Irvine, CA 92618	200 Spectrum Center Drive Tenant LLC	Reduce term, reduce rent, add revenue share, amend letter of credit and burndown, amend guaranty	\$231,247.47 at a later date and \$4,056.29 at a later date	May 22, 2024
Unexpired Lease	400 Spectrum Holdings LLC	550 Newport Center Drive, Newport Beach, CA 92660	400 Spectrum Center Drive, Irvine, CA 92618	400 Spectrum Center Drive Tenant LLC	Reduce term, reduce rent, add revenue share, terminate guaranty, amend letter of credit and burndown	\$254,507.61 at a later date and \$1,790.11 at a later date	May 22, 2024
Unexpired Lease	NW 524 SOHO LLC	1819 Wazee Street Denver, CO 80202	524 Broadway New York, NY 10012	524 Broadway Tenant LLC	Reduce premises, reduce rent, convert to gross lease, add profit share, all furniture remaining in surrender premises deemed abandoned and transferred to landlord	\$505,682.20 at a later date	May 23, 2024
Unexpired Lease	BCSP 8 600 Property, L.P.	200 State Street, 5th Floor, Boston, MA 02109	600 Congress Ave., Austin, TX 78701	WW 600 Congress LLC	Reduce base rent, convert to gross lease, revenue share	\$75,306.74 at a later date	May 24, 2024

Unexpired Lease	Legacy West Investors, LP	2001 Ross Avenue, Suite 3400, Dallas, TX 75201	WeWork 7700 Windrose Ave., Suite G300 Plano, TX 75024	Legacy Tenant LLC	Reduce term, reduce rent, add revenue share	\$0	May 22, 2024
Unexpired Lease	CIO Bloc 83, LLC	666 Burrard Street, Suite 3210, Vancouver, British Columbia, V6C 2X8	1 Glenwood Avenue, Raleigh, NC 27603	1 Glenwood Ave Tenant LLC	Reduce premises, reduce rent, reduce parking	\$57,250.39 at a later date and \$246,017.66 at a later date	May 24, 2024
Unexpired Lease	CIO Terraces, LLC	666 Burrard Street, Suite 3210 Vancouver, British Columbia, V6C2X8	5960 Berkshire Lane, Floor 6 Dallas, TX 75225	5960 Berkshire Tenant LLC	Reduce premises, reduce parking, reduce rent	\$42,462.37 at a later date	May 24, 2024
Unexpired Lease	Wells REIT II – 80 M Street, LLC	701 Pennsylvania Avenue, NW, Suite 560, Washington, DC 20004	80 M Street SE Washington, DC 20003	80 M Street SE Tenant LLC	Reduce term, reduce rent, reduce guaranty, add revenue share, add rent credit	\$0	May 24, 2024
Unexpired Lease	Columbia REIT – 650 California, LLC	221 Main Street, Suite 100, San Francisco, CA 94105	650 California Street, San Francisco, CA 94108	650 California Street Tenant LLC	Reduce premises, reduce rent, reduce guaranty, add revenue share	\$0	May 24, 2024
Unexpired Lease	SVF Criterion Santa Monica Corporation	515 South Flower St., 49th Fl., Los Angeles, CA 90071	312 Arizona Ave., Santa Monica, CA 90401	WW 312 Arizona LLC	Reduce rent, reduce guaranty	\$470,728.98 at a later date	May 24, 2024

Unexpired Lease	CV Latitude 34 LLC	601 South Figueroa Street, Suite 3600, Los Angeles, CA 90017	12130 Millennium Drive, Suite 300, Los Angeles, CA 90094	12130 Millennium Drive Tenant LLC	Reduce term, reduce rent, reduce guaranty, amend letter of credit burn down	\$86,247.90 at a later date and \$1,798,212.12 at a later date	May 24, 2024
Unexpired Lease	Park Place Associates	3197 Park Blvd., Palo Alto, CA 94306	3101 Park Boulevard, Palo Alto, CA 94306	3101 Park Boulevard Tenant LLC	Reduce rent, reduce guaranty, add profit share, amend letter of credit burn down	\$364,714.36 at a later date	May 24, 2024
Unexpired Lease	MCMIF Crossroads Holdco, LLC	425 Market Street, Suite 1050, San Francisco, CA 94105	1825 South Grant Street, San Mateo, CA 94402	1825 South Grant Street Tenant LLC	Reduce term, reduce rent, convert to gross lease, add profit share, eliminate letter of credit burn down, amend guaranty	\$721.65 at a later date	May 24, 2024
Executory Contract (Guaranty Fee Agreement)	WeWork Huangpu Co-Work Space Management (Shanghai) Co., Ltd.	WeWork Huangpu Co-Work Space Management (Shanghai) Co., Ltd. Room 138, 18th Floor, Building 3, No. 2, Lane 838, South Huangpi Road, Huangpu District, Shanghai	N/A	WeWork Companies U.S. LLC	Waive guarantee fees that have accrued from November 6, 2023 to May 24, 2024	\$0	May 23, 2024

Executory Contract (Guaranty Fee Agreement)	Red Snapp Co-Work Space Management (Shanghai) Co., Ltd.	Red Snapper Co-Work Space Management (Shanghai) Co., Ltd. 1st Floor, Building 10, No. 696 Weihai Road, Jing'an District, Shanghai	N/A	WeWork Companies U.S. LLC	Waive guarantee fees that have accrued from November 6, 2023 to May 24, 2024	\$0	May 23, 2024
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